

JOHN J. TECKLENBURG
MAYOR

City of Charleston
South Carolina
Clerk of Council Department

VANESSA TURNER MAYBANK
CLERK OF COUNCIL

NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 3:30 p.m. Tuesday, October 23, 2018 at City Hall, First Floor Conference Room, 80 Broad Street. The agenda will be as follows:

AGENDA

Invocation – Chairman Moody

Approval of Minutes:

October 8, 2018

a. Request authorization for the Mayor to execute:

(i) The South Carolina Electric and Gas Company Other Work in Progress (OWIP) Agreement to facilitate the relocation of the transmission line adjacent to 999 Morrison Drive; and

(ii) The Agreement between the City of Charleston, the Digital Corridor and Charleston Technology Center, LLC, relating CTC agreeing to pay for the transmission line relocation as part of the 999 Morrison Drive construction costs.

(999 Morrison Drive; TMS: 461-13-01-038)

The property is owned by the City of Charleston.

b. Request approval for the Mayor to execute the Sublease Agreement whereby the City subleases office and storage space located within the Charleston City Arts Center located at 134 Cannon Street to PURE Theatre for a period of three years with two additional one year options. (TMS: 460-11-04-155). The property is owned by the City of Charleston.

c. An ordinance establishing requirements in the City of Charleston for Small Wireless Facility/Permitting and Placement in Rights of Way

a.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: October 23, 2018

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 999 Morrison Drive

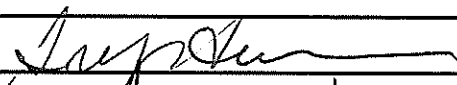
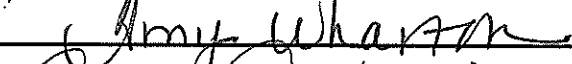
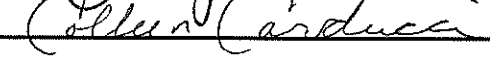
TMS: 461-13-01-038

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request authorization for the Mayor to execute:
a. The South Carolina Electric and Gas Company Other Work in Progress (OWIP) Agreement to facilitate the relocation of the transmission line adjacent to 999 Morrison Drive; and
b. The Agreement between the City of Charleston, the Digital Corridor and Charleston Technology Center, LLC, relating CTC agreeing to pay for the transmission line relocation as part of the 999 Morrison Drive construction costs.

ORDINANCE: Is an ordinance required? Yes ☐ No ☒

COORDINATION: The request has been coordinated with:
All supporting documentation must be included

	<u>Signature</u>	<u>Attachments</u>
Department Head		<input type="checkbox"/>
Legal Department		<input checked="" type="checkbox"/>
Chief Financial Officer		<input type="checkbox"/>
Director Real Estate Management		<input checked="" type="checkbox"/>
		<input type="checkbox"/>

FUNDING: Was funding needed? Yes ☐ No ☒

If yes, was funding previously approved?* Yes ☐ No ☐

*If approved, provide the following: Dept/Div. _____ Acct: _____

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

***Commercial Property and Community & Housing Development have an additional form.**

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: October 23, 2018

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 999 Morrison Drive

TMS: 461-13-01-038

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request authorization for the Mayor to execute:
a. The South Carolina Electric and Gas Company Other Work in Progress (OWIP) Agreement to facilitate the relocation of the transmission line adjacent to 999 Morrison Drive; and
b. The Agreement between the City of Charleston, the Digital Corridor and Charleston Technology Center, LLC, relating CTC agreeing to pay for the transmission line relocation as part of the 999 Morrison Drive construction costs.

ORDINANCE: Is an ordinance required? Yes ☐ No ☒

ACTION: What action is being taken on the Property mentioned?

☐ **ACQUISITION** Seller (Property Owner) _____ Purchaser _____

☐ **DONATION/TRANSFER**
Donated By: _____

☐ **FORECLOSURE**
Terms: _____

☐ **PURCHASE**
Terms: _____

☐ **CONDEMNATION**
Terms: _____

☐ **OTHER**
Terms: _____

☐ **SALE** Seller (Property Owner) _____ Purchaser _____

☐ **NON-PROFIT ORG, please name** _____
Terms: _____

☐ **OTHER**
Terms: _____

COMMERCIAL REAL ESTATE FORM

☐ **EASEMENT** Grantor (Property Owner) _____ Grantee _____

☐ **PERMANENT**
Terms: _____

☐ **TEMPORARY**
Terms: _____

☐ **LEASE** Lessor: _____ Lessee: _____

☐ **INITIAL**
Terms: _____

☐ **RENEWAL**
Terms: _____

☐ **AMENDMENT**
Terms: _____

☒ **Improvement of Property**
Owner: _____ City of Charleston
Terms: _____

- a. The City shall pay the full cost to relocate transmission structures 1-5 on the Meeting Street 115 kV tap to the South side of Conroy Street.
- b. In accordance with the South Carolina Electric and Gas Company Other Work in Progress Agreement, Charleston Technology Center, LLC shall pay to the City the funds required in the above SCEG OWIP Agreement.

BACKGROUND CHECK: If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐ N/A ☒

Results: _____

Signature: Colleen Carducci
Director Real Estate Management

ADDITIONAL: Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

a(i)

**SOUTH CAROLINA ELECTRIC & GAS COMPANY
OTHER WORK IN PROGRESS (OWIP) AGREEMENT
Meeting Street 115 kV Tap Relocate Agreement**

South Carolina Electric & Gas Company (Company or SCE&G) agrees to perform the work described on this form for The City of Charleston (Customer) on condition that the Customer shall pay the full cost to relocate transmission structures 1-5 on the Meeting Street 115 kV tap to the South side of Conroy Street. The City currently grants the Company the authority to maintain and operate the line to provide electric service throughout the City and the Company makes payments to the Customer as a percentage of gross retail electric revenues through an annual franchise fee. The City of Charleston will be responsible for any additional costs that are identified as a result of any SCDOT or City of Charleston permitting that may be required in the relocation process outside of the normal general permit process. The City of Charleston shall provide a satisfactory permit that grants the Company the right to place the referenced facilities in the identified locations and also includes language that does not make the Company liable for future relocation costs as a result of adjacent construction to the relocated line or from any State or City directive. If the Customer directs the Company to move the line in the future or permits construction that conflicts with the line clearance, the Customer shall be responsible for providing replacement right of way and covering the full cost to mitigate the clearance issues including covering the full cost of undergrounding the line if requested. The Customer agrees to hold the company harmless from any damage resulting from such work unless the Customer notifies the Company immediately upon completion of the job of such alleged faulty work. The Customer hereby agrees to the terms of this agreement and agrees to pay the cost for work described herein. The cost of the distribution line relocation, which will be underbuilt on the new transmission line will not be billed to the Customer and will be addressed as part of the contractual service agreement with the Charleston Technology Center. The Customer agrees that the pricing is based on a normal construction schedule and that the Customer has the ability to request and pay expedited contractor fees if needed to complete the project.

Project Title: Meeting Street 115 kV Tap Relocate Agreement

OWIP #:

Description: Cost to relocate transmission structures 1-5 of the Meeting Street 115 kV tap to the South side of Conroy Street. The conductor will be 795 ACSR and the poles will be a mix of round wood and steel transmission poles to get clearance over Morrison Drive. The line will be in SCDOT controlled right of way in the City of Charleston. The cost includes the removal of all electrical facilities on the North side of Conroy Street upon completion of the new construction. The total project is expected to take ten months from the time of completion of agreement and associated payment. The Company will produce a final exhibit for the City to approve and sign off on as part of the permit approval process. This exhibit will serve as SCE&G's notification of the transmission construction. The project does not include any cost for communication company removals and reattachments and does not include any delays associated with the communication entities.

Location of Project:

County: Chas

Tax Dist: 1071 CH

City: Chas

District: 90

Cost Center: 0146

Not Inc.:

Ownership of Completed Facilities:

SCE&G Owned: ☒

Customer Owned: ☐

**SOUTH CAROLINA ELECTRIC & GAS COMPANY
OTHER WORK IN PROGRESS (OWIP) AGREEMENT
Meeting Street 115 kV Tap Relocate**

Estimated Cost

Preliminary: ☐

Detailed: ☒

Engineer Labor	\$5,000.00
Survey Labor	3,000.00
Construction Labor	98,000.00
Payroll Expense	37,513.00
Outside Services	9,500.00
Material	42,065.00
Transportation	24,500.00
E&A Overheads	<u>43,916.00</u>
 Total	 \$263,494.00

Payment Agreement: The City of Charleston agrees to pay for the estimated cost of the project shown. Payment is to be received before any material can be ordered or work can be scheduled.

Entered into this ____ day of _____, 2018.

South Carolina Electric & Gas Company

Name: _____

Title: _____

Witness: _____

The City of Charleston

Name: _____

Title: _____

Witness: _____

Bill to: The City of Charleston
Attn:

Address: 2 George Street
Charleston, SC 29401

Project Coordinator: Kathy Hare

ROUTE TO PLANT ACCOUNTING DEPARTMENT

Distribution:

Customer
Secretarial Department
Plant Accounting
Project Coordinator

Additional Copies To:

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AGREEMENT

This Agreement (the "Agreement") entered into on this _____ day of _____, 2018, by and between the City of Charleston, South Carolina, a municipal corporation of the State of South Carolina (the "City"), and Charleston Digital Corridor Foundation, a nonprofit corporation organized and existing under the laws of the State of South Carolina (the "Digital Corridor") and Charleston Technology Center, LLC ("CTC"), a limited liability company organized and existing under the laws of the State of South Carolina (the "Developer").

Whereas, by lease dated January 19, 2016, the City leased to the Digital Corridor and the Digital Corridor leased from the City a parcel of land owned by the City located at 999 Morrison Drive, bearing Charleston County Tax Map No. 461-13-01-038, said lease being attached hereto as Exhibit 1, and by First Amendment to Lease dated January 9, 2018, attached hereto as Exhibit 2, the lease was amended in certain details (the lease and First Amendment hereinafter referred to as the "Lease"); and

Whereas, the Digital Corridor has reached agreement with the Developer, a single-purpose entity, to develop the project in partnership with the Digital Corridor, and take an assignment of the Lease; and

Whereas, in furtherance of its agreement with the Digital Corridor, the Developer has commenced the design of the Parking Deck; and

Whereas, to further the design, development and construction of the Parking Deck, SCE&G will need to relocate an electrical transmission line ; and

Whereas, the City, the Digital Corridor and the Developer, as the designee of the Digital Corridor, have come to an agreement regarding the funding SCE&G transmission line relocation costs and enter this Agreement to memorialize their understanding and agreement with respect thereto.

NOW, THEREFORE, for and in consideration of the sum of \$1.00, the promises hereafter set forth and other good and valuable consideration, the City, the Digital Corridor and the Developer agree as follows:

1. Developer shall pay to SCE&G upon invoice the total amount of Two Hundred Sixty-three Thousand Four Hundred Ninety-four Dollars (\$263,494.00) (hereinafter "SCE&G Payment") as payment in full for the amount as set forth in the South Carolina Electric and Gas Company Other Work in Progress (OWIP) Agreement (attached Exhibit A). Failure to pay SCE&G when due will be considered a default under the Lease. City shall not be responsible for payment of the invoice.
2. Allocation of SCE&G Payment: The SCE&G Payment is required to facilitate the construction cost of the Pad 1 Building and the Parking Deck contemplated in the Lease and as such, the portion applicable to the Parking Deck construction cost may be owed by the City to the Digital Corridor pursuant to the Lease and its Exhibits.

- 3. Scope of Agreement: This Agreement is intended to govern the funding of a certain portion of the construction costs associated with the future construction of the Pad 1 Building and the Parking Deck. It is not intended, and does not, vary any other provisions of the Lease or its Exhibits.
- 4. Governing Law: This Agreement shall be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year as aforewritten.

WITNESS:	Charleston Technology Center, LLC
_____	By: _____
	Its: _____
	Charleston Digital Corridor Foundation
_____	By: _____
	Its: _____
	City of Charleston
_____	By: _____
	Its: _____

b.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: September 12, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 134 Cannon Street

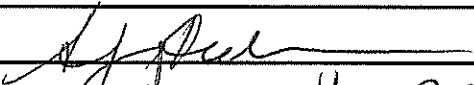
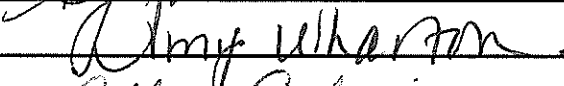
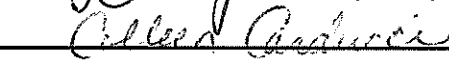
TMS: 460-11-04-155

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval for the Mayor to execute the Sublease Agreement whereby the City subleases office and storage space located within the Charleston City Arts Center located at 134 Cannon Street to PURE Theatre for a period of three years with two additional one year options.

ORDINANCE: Is an ordinance required? Yes ☐ No ☒

COORDINATION: The request has been coordinated with:
All supporting documentation must be included

	<u>Signature</u>	<u>Attachments</u>
Department Head	_____	<input type="checkbox"/>
Legal Department		<input checked="" type="checkbox"/>
Chief Financial Officer		<input type="checkbox"/>
Director Real Estate Management		<input checked="" type="checkbox"/>
_____	_____	<input type="checkbox"/>

FUNDING: Was funding needed? Yes ☐ No ☒

If yes, was funding previously approved?* Yes ☐ No ☐

*If approved, provide the following: Dept/Div. _____ Acct: _____

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

*Commercial Property and Community & Housing Development have an additional form.

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: September 12, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 134 Cannon Street

TMS: 460-11-04-155

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval for the Mayor to execute the Sublease Agreement whereby the City subleases office and storage space located within the Charleston City Arts Center located at 134 Cannon Street to PURE Theatre for a period of three years with two additional one year options.

ORDINANCE: Is an ordinance required? Yes ☐ No ☒

ACTION: What action is being taken on the Property mentioned?

☐ **ACQUISITION** Seller (Property Owner) _____ Purchaser _____

☐ **DONATION/TRANSFER**
Donated By: _____

☐ **FORECLOSURE**
Terms: _____

☐ **PURCHASE**
Terms: _____

☐ **CONDEMNATION**
Terms: _____

☐ **OTHER**
Terms: _____

☐ **SALE** Seller (Property Owner) _____ Purchaser _____

☐ **NON-PROFIT ORG, please name** _____
Terms: _____

☐ **OTHER**
Terms: _____

☐ **EASEMENT** Grantor (Property Owner) _____ Grantee _____

☐ **PERMANENT** _____

COMMERCIAL REAL ESTATE FORM

Terms: _____

☐

TEMPORARY

Terms: _____

☒

SUBLEASE

Subless

or:

City of Charleston

Sublessee

:

PURE Theatre

☒

INITIAL

Terms:

The City will lease a portion of 134 Cannon Street to PURE Theatre for a period of three years with two additional renewal terms of one year each. This sublease will commence at such time the City takes possession of the Charleston City Arts Center. The initial base rent shall be \$15,552.00 per year with a 2% annual increase.

☐

RENEWAL

Terms: _____

☐

AMENDMENT

Terms: _____

☐

Improvement of Property

Owner: _____

Terms: _____

BACKGROUND CHECK: If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes

☐

No

☐

N/A

☒

Results: _____

Signature: _____

Colleen Cordasco

Director Real Estate Management

ADDITIONAL: Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

NEED: Identify any critical time constraint(s).

SUBLEASE AGREEMENT

The initial term of this Agreement shall be for a period of three (3) years, commencing at such time the Sub-Landlord takes possession of the CCAC from Landlord (herein the "Commencement Date") and ending at midnight on the date which is three (3) years following the Commencement Date; provided, the Sub-Tenant shall have the right to extend this Sublease for two (2) additional one (1) year option periods (herein the "Option Periods") on the same terms and conditions, provided all rents and obligations are kept current and Sub-Tenant is not in default of the Sublease. Sub-Tenant may exercise this option by delivery of notice in writing to City at least ninety (90) days prior to the end of the initial term of the Sublease or any Option Period. Notwithstanding the foregoing, Sub-Landlord shall have the unconditional right to

terminate this Sublease at any time during an Option Period upon Sub-Landlord providing a 90-day advance written notice to the Sub-Tenant of the termination.

3 RENTAL RATE

Sub-Tenant shall pay the City the sum of twelve hundred and ninety-six dollars (\$1,296.00) per month including utility costs and one reserved, onsite parking space for the use of the Leased Premises, provided Sub-Tenant shall be responsible for any and all charges which may be incurred as a direct result of Sub-Tenant's use of the Leased Premises, including but not limited to the Leased Premises Expenses, more fully described in paragraph 7 herein, but excluding utility costs. Monthly rent for the initial term and each Option Period shall increase by two percent (2%) annually. Rental payments shall be due and payable on the first day of each month during the term of this Sublease Agreement.

Initial Lease Period	Annual Rent	Monthly Rent
Year 1	\$ 15,552.00	\$ 1,296.00
Year 2	\$ 15,864.00	\$ 1,322.00
Year 3	\$ 16,176.00	\$ 1,348.00
Option Periods		
Year 4	\$ 16,500.00	\$ 1,375.00
Year 5	\$ 16,836.00	\$ 1,403.00

Said rental shall be payable monthly in advance to the office of the City at the following address: c/o City of Charleston, Real Estate Management, PO BOX 304, Charleston, SC 29402. Rent is due on the 1st day of each month and shall not be withheld for any reason whatsoever. In the event Sub-Tenant shall fail to pay said rent, or any other amounts required to be paid by Sub-Tenant under the terms of the Sublease, on the due date or within ten (10) days thereafter, a late charge of ten percent (10%) of the amount due, compounded monthly, shall be added to the rental and paid to the City for each such late payment and the same shall be treated as additional rent.

The parties acknowledge that Sub-Tenant's use of the CCSA for rehearsals and performances and the rental charges associated therewith shall be outside the scope of this Sublease Agreement.

4. INSURANCE AND INDEMNIFICATION

Sub-Tenant shall carry public liability insurance insuring its activities associated with its use of the Leased Premises during the entire term of the Sublease Agreement, with minimum policy limits of not less than Three Hundred Thousand and 00/100 Dollars (\$300,000.00) for injuries or death sustained by one person, Six Hundred Thousand and 00/100 Dollars

(\$600,000.00) for injuries or death sustained in one occurrence and Three Hundred Thousand and 00/100 Dollars (\$300,000) for property damage. The insurance policy shall be in the name of Sub-Tenant and shall name the City of Charleston as an additional insured. Sub-Tenant shall provide an acceptable certificate of insurance to the City concurrently with the execution of this Sublease Agreement. The City reserves the right to increase the limits of such coverage, if necessary in the sole discretion of the City.

Sub-Tenant shall indemnify and hold harmless the City, its employees, officers and/or agents from any and all liability for losses, damages, injuries, claims, demands, judgments and expenses including attorney's fees and costs, resulting from any personal injuries or death or property damage arising from this Sublease Agreement during the term of this Sublease Agreement. It is further agreed that Sub-Tenant shall pay for any damage to the Leased Premises resulting either directly or indirectly from its, its employees and/or agents' occupancy or use of the Leased Premises, excepting normal wear and tear thereto resulting from normal visitation by the public and from the hanging of picture in the Leased Premises by Sub-Tenant.

5. OBLIGATION

Sub-Tenant agrees that it shall be solely responsible for any loss, damage, theft or destruction to its personal property within the Leased Premises and at no cost to the City. Sub-Tenant acknowledges that the City will not insure Sub-Tenant's office furniture, equipment or contents in the Leased Premises.

6. MAINTENANCE

The City shall maintain the Leased Premises for the term of this Sublease Agreement, including the roof, exterior walls, ceilings, floors, electrical, plumbing and mechanical equipment, and air conditioning and heating system. Sub-Tenant shall immediately notify Tenant in writing of any required repairs, maintenance issues or damage to the facility. Failure to do so will be considered a default of this Sublease Agreement.

Daily cleaning services of the Leased Premises and Common Areas will be the responsibility of the Sub-Tenant. Cleaning responsibilities for the common areas and CCAC, at such time the facility is occupied by someone other than the Sub-Tenant, will be the responsibility of the temporary occupant per the terms of a separate, third party occupancy agreement.

With the exception of when the CCAC is occupied by a third party, Sub-Landlord reserves the right to program the air conditioning and heating system to a schedule that automatically turns on and off based on Sub-Tenants regular working schedule.

7. LEASED PREMISES EXPENSES

Sub-Tenant shall pay for all telephone service, cable, internet, computer lines and monthly service charges associated therewith, which it may require at the Leased Premises for the term of

this Sublease Agreement at no cost to the City. Sub-Tenant must get approval in writing from the City for any telephone service, cable, internet or computer line installation.

Sub-Tenant shall be responsible for all office supplies and equipment necessary to conduct its business affairs at no cost to the City.

8. FACILITIES

Sub-Tenant agrees to accept the Leased Premises "as is" and to make no improvements, changes or alterations to the Leased Premises without the written consent from the City. Any improvements, changes or alterations to the Leased Premises so approved by the City shall be done by Sub-Tenant at no cost to the City.

9. SHARED USAGE OF THE FACILITIES

Sub-Tenant agrees to allow third party usage of the Load In/Out and Staging Room, as indicated on Exhibit A, of the Leased Premises at such time the CCAC is occupied by a third party under the terms of a separate occupancy agreement. Sub-Tenant agrees to keep the center access isle of the Load In/Out and Staging Room free and clear at all times.

10. PARKING

One onsite parking space will be provided to Sub-Tenant.

11. DEFAULT

The City shall be deemed to be in default of this Sublease Agreement if any of the terms or conditions hereunder are not met and the City fails to remedy such default within thirty (30) days of receipt of written notice from Sub-Tenant. If said default is not remedied within thirty (30) days, Sub-Tenant shall have the option to cancel this Sublease Agreement at no cost to the City.

Sub-Tenant shall be deemed to be in default of this Sublease Agreement if any of the terms or conditions hereunder are not met and Sub-Tenant fails to remedy such default within thirty (30) days of receipt of written notice from the City. If said default is not remedied within thirty (30) days, the City shall have the option to cancel this Sublease Agreement and pursue damages or injunctive relief for breach of this Sublease Agreement from Sub-Tenant as may be available to it in law or in equity. The City shall also be entitled to payment of its attorney's fees and costs incurred by Sub-Tenant should the City be the prevailing party in such action.

12. GOVERNING LAW

This Sublease Agreement shall be controlled by the laws of the State of South Carolina.

13. ASSIGNMENT

Sub-Tenant shall not have the right to sublet or assign this Sublease Agreement or any right herein.

14. RULES AND REGULATIONS

The City reserves the right at any time to make further rules and regulations as in the City's judgment may be necessary for the safety, care, appearance, and cleanliness of the Leased Premises and the preservation of good order therein, and such other rules and regulations shall be binding upon the parties hereto with the same force and effect as if they had been contained herein at the time of execution hereof.

15. DAMAGE OR DESTRUCTION

If the Leased Premises or any part thereof shall be damaged or destroyed by fire or other casualty, City shall repair all such damage and restore the Leased Premises without expense to Sub-Tenant, subject to delays due to adjustment of insurance claims, strikes and other causes beyond City's control. Sub-Tenant hereby releases the City from liability for loss or damage occurring on or to the Leased Premises or to the content thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and Sub-Tenant waives all rights or recovery against the City for loss or damage. Willful misconduct lawfully attributable to Sub-Tenant shall not be excused under the foregoing release and waiver

16. NOTICES

Notices and communication concerning this Sublease Agreement shall be directed to the following party representatives:

City of Charleston

Colleen Carducci
Director of Real Estate Management
P.O. Box 304
Charleston, SC 29402
(843)724-7154

Cc:

and

Cc:

Scott Watson
City of Charleston
75 Calhoun St
Charleston, SC 29401
(843) 720-3885

Legal Department
City of Charleston
50 Broad Street
Charleston, SC 29401
(843) 724-3730

PURE Theatre

Sharon Graci
Artistic Director
1407 Bimini Drive
Charleston, SC 29414
(843) 723-4444

IN WITNESS WHEREOF, both parties have caused this Sublease Agreement to be duly executed and delivered as of the date first above written. This Sublease Agreement contains the entire agreement between the parties and shall only be modified by both parties in a signed written document.

WITNESSES:

CITY OF CHARLESTON

By: _____

John Tecklenburg

Its: Mayor

WITNESSES:

PURE Theatre

By: _____

Its: _____

[illegible]



C.)

Ratification
Number _____

AN ORDINANCE

ESTABLISHING REQUIREMENTS IN THE CITY OF CHARLESTON FOR SMALL WIRELESS FACILITY/PERMITTING AND PLACEMENT IN RIGHTS OF WAY

Section 1. Findings.

WHEREAS, the City of Charleston ("City") finds it necessary to establish general standards for Wireless Infrastructure Providers or Wireless Service Providers to deploy and maintain wireless networks in the City's Public Right of Way ("ROW") using Small Wireless Facilities; and

WHEREAS, The City must balance competing interest of its citizens and State and Federal laws concerning the rights of all parties; and

WHEREAS, the City specifically finds that this Ordinance will:

1. Minimalize visual impact and bulk in the ROW and architecturally integrate Small Wireless Facilities with its surroundings;
2. Preserve unobstructed, ADA compliant, walkways, roadways, and paths of travel while accommodating electrical, water, sewer, and communications services;
3. Ensure that Small Wireless Facilities will conform to all applicable health and safety regulations to protect the public;
4. Enhance the ability of Wireless Service Providers or Wireless Infrastructure Providers to deploy wireless infrastructure quickly, effectively, and efficiently so that

residents, businesses, and visitors benefit from ubiquitous and robust wireless service availability;

5. Provide standards for Small Wireless Facilities in the City's ROW to provide a uniform look and feel and ensure that applicants are treated equally;

6. Provide the City with sufficient information to make an informed and timely decision on applications.

Section 2. No person or entity shall locate Small Wireless Facilities as defined in the Small Wireless Facility Right of Way Guidelines in rights of way owned or controlled by the City without first:

1. Obtaining a Franchise Agreement from the City for the use of any rights-of-way owned or controlled by the City of Charleston ("City") if fiber optic cables will be placed or moved in the right-of-way;

2. Obtaining approved Engineering Permits, a City Small Wireless Facilities Application ("WFA") and other required permits from the City as well as provide all plans, documentation, drawings or information required by the City as set forth in its ordinances and laws. Without limiting any requirements, all excavations of any type shall comply with the City of Charleston Department of Public Service Engineering Division's "Steel Plates Requirements used in Connection with Roadway Utility Excavations" (April 2013) and City of Charleston Department of Public Service Engineering Division's "Utility Pavement Cut and Repair Guidelines" (October 2015). Details and additional required documents are noted on the Engineering Permit Application. Additional conditions, limitations or requirements may be found on the "PERMIT CONDITIONS" document or other requirements on file with the City's Department of Public Service and on the Engineering Permit Application;

3. Obtaining and providing to the City written confirmation of co-location permission from the owner of the pole for which the Small Wireless Facility is being requested;
4. Providing a completed WFA, a copy of which is attached hereto and incorporated by reference as Exhibit A with attachments 1 and 2 along with all required information or documentation;
5. Obtaining approval of a WFA for each proposed location. Each WFA shall include:
 - a) Sealed drawings showing proposed installation(s);
 - b) An MPE report as set forth in Section IV (E) of the Design Guidelines; and
 - c) All other information required by the WFA;
6. Meeting the requirements of the Small Cell Infrastructure Right-of-Way Design Guidelines ("Design Guidelines") attached hereto and incorporated herein by reference as Exhibit B;
7. Paying all fees for reviews, inspections and compliance as set forth in Attachment 2.

Section 3. All WFA and Engineering Permits shall be reviewed and approved or denied based upon the City's requirements as set forth or incorporated into this Ordinance by the City's Design Review Committee ("DRC").

Section 4. An adverse decision shall be subject to litigation in the Court of Common Pleas for Charleston County or to federal district court for the District of South Carolina (Charleston Division).

Section 5. Pole, equipment or related construction relating to a Small Wireless Facility shall not cause any violations of the Americans with Disabilities Act or interfere with any accessibility to public walkways;

Section 6. In the event of any conflicts in any Small Wireless Facility permitting and placement requirements and any other applicable law, the more restrictive shall apply.

Section 7. This Ordinance shall become effective upon ratification.

Ratified in City Council this ____ day of _____ in the Year of Our Lord 20__, and in the ____ year of the Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

ATTEST:

Vanessa Turner Maybank
Clerk of Council

City of Charleston

Small Wireless Facilities Application



			Existing Height	Proposed Height
APPLICATION TYPE	<input type="checkbox"/>	New Support Structure		
	<input type="checkbox"/>	Collocation on Eligible Support Structure		
	<input type="checkbox"/>	Replace Existing Structure		
	<input type="checkbox"/>	Other		

Applicant or Lessee Name	
Applicant or Lessee Address	
Applicant or Lessee Phone Number	
Applicant or Lessee Email Address	

Wireless Service Provider (WSP) Company Name	
WSP Contact Name	
WSP Address	
WSP Phone Number	
WSP Email	
In Case of Emergency Contact Name (NOCC)	
In Case of Emergency Contact Phone Number (NOCC)	

Proposed Structure Type	
Site Location-Address	
Nearest Intersection	
Utility Pole Number	
Site Location-Latitude/Longitude	
Support Structure Owner Name	
Structure Owner Address	
Structure Owner Email	

City of Charleston

Small Wireless Facilities Application



Antenna Information		Equipment Information	
Antenna Manufacturer(s)		Equipment Enclosure(Shroud)- (LxWxH in ft)	
Antenna Type(s)		Transmitting or Wireless Equipment Manufacturer	
Antenna Model Number(s)		Transmitting or Wireless Equipment Model Number	
Antenna Dimensions (LxWxD in inches)		Battery Type/Quantity	
Antenna Weight (lbs.)		Electric Service (Volts and Amps)	
Antenna Configuration (Omni, Sector, Directional)		Separate Electric Meter Required (yes or No)	
Azimuth(s) (degrees) <i>if not omni</i>		Required Backhaul (Wireless, Fiber, Copper)	
Antenna RAD Center (feet above grade level)		If wireless backhaul	
Transmit Frequency(ies)		Antenna Manufacturer and Model	
Receive Frequency (ies)		Antenna Dimensions	

Supporting Documents (uploaded Y/N)	Comments
Validation of property interest (i.e. certification of obtained approval from 3 rd party PSS owner)	
Antenna, Equipment, Pole or Shroud/Radome Specification Sheets. Can be included as part of the Construction Drawings	
Construction drawings with site plan with sufficient detail to adequately identify lease/license area on pole and on ground and determine consistency with applicable safety and design requirements (stamped and sealed by a South Carolina licensed professional engineer as to standards relevant to engineering)	
Elevation drawing of pole or tower	
Structural Analysis (calculations or certification showing applicable engineering materials, electrical and safety standards are met including structural integrity and weight bearing capacity from PSS owner or by a licensed	

City of Charleston

Small Wireless Facilities Application



professional engineer as to standards relevant to engineering)	
Photo Simulations (minimum of 3 sides)	
Other documents submitted	
Applicable fees paid	

As an Authorized Signatory of Applicant/Carrier

Date

Application Approved

Date

☐ Check if subject to special conditions

Special Conditions:

ATTACHMENT 1 TO CITY OF CHARLESTON SMALL WIRELESS FACILITY APPLICATION

A) **Indemnification.** To the maximum extent permitted by South Carolina law, the Applicant shall indemnify, save harmless, and defend the City, its officers and employees, individually and collectively, from all damages, fines, liens, suits, claims, demands, actions, reasonable costs of investigation and litigation, reasonable attorneys' fees and expenses, reasonable consultants' fees and expenses, and reasonable expert witnesses' fees and expenses, judgment or liability of any kind arising out of or in any way connected with the installation, construction, operations, maintenance, or condition of the Small wireless facility. The Applicant is not required to indemnify or hold harmless the City, its officers and employees as provided herein, to the extent caused by, resulting from or arising out of the active negligence or intentional actions of one or more officers or employees of the City.

B) **Assumption of Risk by Applicant.** The Applicant shall assume all risks in the operation of the system and shall be solely responsible and answerable for any and all injuries to persons or property arising out of the existence of the Small Wireless Facilities approved and installed pursuant to the appropriate permits. The amounts and types of required insurance coverage, as set forth below shall in no way be construed as limiting the scope of indemnity set forth in this section.

C) **Insurance.**

General Liability and Commercial Automobile Insurance Required. Applicant shall obtain and maintain at all times during the term of this Small Wireless Facilities approved and installed pursuant to appropriate permits or General Liability insurance and Commercial Automobile Liability insurance protecting Applicant in an amount not less than One Million (\$1,000,000) Dollars per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than One Million, Two Hundred Thousand (\$1,200,000) Dollars annual aggregate for each personal injury liability and products-completed operations. The Commercial General Liability insurance policy shall name the City, its officers, and employees as additional insureds as respects any covered liability arising out of Applicant's performance of work related to Small Wireless Facilities approved and installed pursuant to appropriate permits. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall not be canceled, nor shall the occurrence or aggregate limits set forth above be reduced, until the City has received at least thirty (30) days' advance written notice of such cancellation or change. Applicant shall be responsible for notifying the City of such change or cancellation.

Workers' Compensation Insurance. Regardless of the number of employees, Applicant shall comply with the provisions of the South Carolina Workers' Compensation Act and

maintain coverage for employees, Applicant shall obtain and maintain at all times during the term of this WFA statutory workers' compensation and employer's liability insurance in an amount not less than the greater of (a) any amounts required by South Carolina state law.

Insurer Criteria. Any insurance provider of Applicant shall be admitted and authorized to do business in the State of South Carolina and shall carry a minimum rating assigned by *A.M. Best & Company's Key Rating Guide* of "A" Overall and a Financial Size Category of "X" (*i.e.*, a size of \$500,000,000 to \$750,000,000 based on capital, surplus, and conditional reserves). Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this WFA, Applicant shall file with the City the required original certificate(s) of insurance with endorsements, which shall state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) that Applicant's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and (c) that Applicant's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the City. (d) The certificate(s) of insurance with endorsements and notices shall be mailed to the City's Corporation Counsel.

Severability of Interest. Any deductibles or self-insured retentions must be stated on the certificate(s) of insurance, which shall be sent to and approved by the City. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

D) **Successors.** All provisions shall be binding upon the Applicant, its successors, or assignees.

E) This permit shall continue in effect for a period of 5 years from its date of issuance.

DATED: _____

Agreed to As an Authorized Signatory of
Applicant

**ATTACHMENT 2 TO CITY OF CHARLESTON SMALL WIRELESS FACILITY
APPLICATION**

(a) \$500 for a single up-front application that includes up to five Small Wireless Facilities, with an additional \$100 for each Small Wireless Facility beyond five, and (b) \$270 per Small Wireless Facility per year attached to non-City owned poles.

Small Wireless Facility Right-of-Way Design Guidelines



City of Charleston

I. Background and Purpose

The purpose of these guidelines is to establish general standards for Wireless Infrastructure Providers or Wireless Service Providers to deploy and maintain wireless networks in the City of Charleston ("City") Public Rights of Way ("ROW") using Small Wireless Facilities. In addition to the standards set forth in these guidelines, applications must follow all Applicable Codes. The guidelines address federal and state laws for the siting, construction, installation, collocation, modification, operation, and removal of wireless communications facilities in the ROW. The goals are to:

A. Preserve The Character Of Neighborhoods, Corridors, And Districts

To the extent possible, minimize visual impact and bulk in the ROW. To the extent possible, architecturally integrate the Small Wireless Facility with its surroundings so that it appears to be an architectural feature of a structure and its nature as a facility for wireless service is not readily apparent.

B. Preserve the Right-of Way ("ROW")

The primary purpose shall be unobstructed, ADA compliant, walkways, roadways, and paths of travel while accommodating electrical, water, sewer, and communications services.

C. Ensure Health and Safety

Ensure that wireless communications facilities will conform to all applicable health and safety regulations to protect the public.

D Enhance Deployment of Technology

Enhance the ability of Wireless Service Provider or Wireless Infrastructure Provider to deploy wireless infrastructure quickly, effectively, and efficiently so that residents, businesses, and visitors benefit from ubiquitous and robust wireless service availability.

E Standards and Consistency

Provide standards for the design of wireless communications facilities in the City's ROW to provide a uniform look and feel and that applicants are treated equally.

F Establish Application requirements

Provide the City with sufficient information to make an informed and timely decision on applications.

II. Definitions

Definitions of terms in Design Guidelines shall be the same as those definitions listed in An Ordinance Addressing City of Charleston Cell Permitting and Placement as may be amended from time to time. In addition to those definitions the following definitions are used in this document:

A. "Antenna"

means communications equipment that transmits and/or receives electromagnetic signals used for the provision of Wireless Services or other wireless communications. This definition does not apply to broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.

B. “Applicable Codes”

means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization to the extent such codes have been adopted by the City or otherwise are applicable in the City.

C “Collocate”

means to install, mount, maintain, modify, operate and/or replace a Communications Facility on an existing Support Structure, Pole, or Tower or any other structure capable of supporting such Communications Facility. “Collocation” has a corresponding meaning.

D “Communications Facility”

means, collectively, the equipment at a fixed location or locations that enables FCC-licensed or FCC-authorized communications between user equipment and a communications network, including: (i) radio transceivers, Antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration; and (ii) all other equipment associated with any of the foregoing.

E “Communications Service Provider”

means a cable operator, as defined in 47 U.S.C. § 522(5), a provider of information service, as defined in 47 U.S.C. § 153(24); or a provider of telecommunications service, as defined in 47 U.S.C. § 153(53).

F “Decorative Pole”

means an City owned Pole that is specially designed and placed for aesthetic purposes, or that has aesthetic characteristics such as shape, color, texture, other than plain wood poles as commonly may be used in rights of way for general utility or lighting services.

G “FCC”

means the Federal Communications Commission of the United States.

H “Historic Property”

means any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register maintained by the United States Secretary of the Interior (in accordance with Section VI.D.1.a.i-v of the Nationwide Programmatic Agreement codified at 47 C.F.R. Part 1, Appendix C). Additionally any district or building defined as Historic in its zoning classification or relevance to the history of the City of Charleston.

I “Permit”

means a written authorization (in electronic or hard copy format) required by the City to perform an action or initiate, continue, or complete installation of a Communications Facility, or an associated Support Structure, Pole, or Tower.

J. “Pole”

means a pole, such as a utility, lighting, Streetlight Pole, traffic, or similar pole, not exceeding fifty (50) feet in height above grade, made of wood, concrete, metal or other material, located or to be located within the Public Right of Way. A Pole does not include a Tower or Support Structure.

K. "Replacement"

means, in connection with an existing Pole, Support Structure or Tower, replacement of same with a new structure, similar in design, size and scale to the existing structure and in conformance with current City regulations, in order to address limitations of the existing structure to structurally support Collocation of a Communications Facility. In connection with replacement of a Pole or Tower to support Collocation of a Wireless Facility, similarity in size and scale shall be evaluated consistent with 47 C.F.R. 1.40001 Subpart b(7).

L. "Small Wireless Facility"

means a Wireless Facility that meets both of the following qualifications: (i) each Wireless Provider's Antenna (including, without limitation, any strand-mounted Antenna) could fit within an enclosure of no more than four (4) cubic feet in volume; and (ii) all other wireless equipment associated with the facility is cumulatively no more than twenty (20) cubic feet in volume. The following types of associated, ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for connection of power and other services.

M. "State"

means the State of South Carolina.

N. "Support Structure" or "Structure"

means a building, a billboard, a water tank or any other structure to which a Communications Facility is or may be attached. Support Structure does not include a Pole or a Tower.

O. "Tower"

Means any structure in the rights of way of which the sole purpose is to support Wireless Services

P. "Wireless Infrastructure Provider"

means any Person, including a Person authorized to provide telecommunications service in the State, that builds or installs and/or operates Wireless Facilities or Poles, Towers or Support Structures on which Wireless Facilities are or are intended to be used for Collocation, but that is not a Wireless Services Provider.

Q. "Wireless Services"

means personal wireless services as that term is defined in 47 U.S.C. § 332(c)(7)(C)(i).

R. "Wireless Services Provider"

means a Person who provides Wireless Services.

III. Categories of Public Right of Way Design Districts

A Public Right of Way Design District ("District") is determined by the zoning designation that is closest to the Public Right of Way where a Small Wireless facility is proposed to be located. In the event that a Public Right of Way is adjacent to multiple zoning districts, the zoning district that is closest to the proposed Small Wireless Facility shall be applied to the proposed installation. In order to classify, regulate the use, and implement development and design guidelines for Small Wireless Facilities in the Rights-of-Way, the City is divided into the following Right-of Way-Design Districts as follows:

A. Peninsula

For the purpose of these Design Guidelines, the Peninsula shall include those areas adjoining and or defined on the City of Charleston Zoning map as

- Old City Height District
- Areas South of the Old City District Boundary
- Old and Historic District
- Landmark Overlay
- Old City District

B. DRB Corridors

For the purpose of these Design Guidelines, DRB Corridors shall be defined as those corridors and Rights of way adjoining those corridors that are listed by the Design Review Board official List of Corridors Under Review as posted on the City of Charleston website and as me updated from time to time.

C. Parks

For the purpose of these Design Guidelines, Parks shall be defined as rights of way adjoining properties zoned as parks, any greenway, exclusive pedestrian and or bikeway.

D Residential District.

For the purposes of these Design Guidelines, Residential Districts include any ROW that are adjacent to properties that have the following current zoning designations:

RR-1	Rural residential district (single family detached dwellings only)
SR-1	Single family (detached dwellings only) residential district
SR-2	Single family (detached dwellings only) residential district
SR-3	Single family residential district
SR-4	Single family residential district
SR-5	Single family residential district
SR-6	Single family (detached dwellings only) residential district

SR-7	Single family (detached dwellings only) residential district
SR-8	Single family (detached dwellings only) residential district
STR	Single and two family residential district
DR-6	Diverse residential (front yards required) district
DR-9	Diverse residential (front yards required) district
DR-12	Diverse residential (front yards required) district
DR-1F	Diverse residential (front yards required) district
DR-1	Diverse residential (front yards not required) district
DR-2F	Diverse residential (front yards required) district
DR-2	Diverse residential (front yards not required) district
DR-3	Diverse residential (single manufactured homes, mobile homes, mobile home parks or non-mobile home dwellings) district
DR-4	Diverse residential (elderly housing) district
RO	Residential office district
GP	Gathering place district
N	Neighborhood district

E. Commercial District.

For the purposes of these Design Guidelines, Commercial Districts include any Rights-of-Way that are adjacent to properties that have the following current zoning designations:

GO	General office district
CT	Commercial transitional district
LB	Limited business district

GB	General business district
UC	Urban commercial district
MU-1	Mixed use district
MU-2	Mixed use district
JC	Job Center district
BP	Business park district

F Industrial District.

For the purposes of these Design Guidelines, Industrial Districts include any Rights-of-Way that are adjacent to properties that have the following current zoning designations:

LI	Light industrial district
HI	Heavy industrial district

G Parks

For the purposes of these Design Guidelines, Parks shall include all Rights of Way that are adjacent to properties that are zoned or identified as Parks

H Special Districts.

For the purposes of these Design Guidelines, Special Districts include any Rights-of-Way that are adjacent to properties that fall within the following current zoning districts:

1. Overlay Zones.
2. Daniel Island District.
3. Canterbury Woods District.
4. Cainhoy District.
5. Neighborhood District.

IV. Design Guidelines

This Section contains the Design Guidelines for the development of Small Wireless Facilities in the Rights-of-Way. Wireless Facilities larger than the definition of Small Wireless Facilities shall not be allowed in the ROW. The specific design guidelines applicable to a proposed Small Wireless Facility are determined by the District designation in which the Small Wireless Facility is proposed to be located. Section V explains which of the general guidelines contained in this Section apply to each District. Depending on the District proposed, locations may be subject to review by the Board of Architectural Review and or the Design Review Board.

A. General Guidelines

No portion of a Small Wireless Facility shall interfere with lighting, pedestrian or vehicular traffic, or existing view planes of residential structures within 10 feet of a proposed Small Wireless Facility. Designs shall also conform with any conditions contained in any Master Wireless Use License Agreements and Wireless Site License Agreements. The following guidelines are applicable to the specific components of a Small Wireless Facility:

1. Antenna

a) Pole top Cannister

Preferred antennas shall be cannister type mounted to the top of pole, shrouding shall be used to conceal cable connections and transition to the pole creating a uniform look. Pole top cannisters shall not exceed 18" in Diameter nor 36" in height.

b) Panel

Not preferred but where necessary, panel antennas may be approved at the sole discretion of the City. Panel antennas shall be either cylindrical in shape or shrouded in a common cylinder or three-sided shroud or banner to conceal connections and cabling. Panel antennas shall not measurably interfere with street or sidewalk lighting. Panel antennas shall be mounted as close to the Pole or Tower as possible to minimize visual impact. Panel Antennas shall not exceed 36" in height and 12" in Width and 6" in Depth.

c) Microwave antennas

Shall be concealed and not exceed the overall dimensions of Pole top Cannisters

d) Omni directional "Whip" Antenna

Omni Antennas shall not exceed 60" in height and 3" in diameter

2. Radio/Network Interface Equipment ("Radio")

All radio and network interface equipment shall be concealed in the Pole, on the pole as allowed, or underground in a vault Radio equipment may be mounted in ground mounted cabinets outside of the ROW subject to Planning, except in certain districts where the ROW is sufficient or lacks formal existing or planned pedestrian walkways as determined by the City.

3. Cabling

Cabling shall be neatly trained and concealed in conduit, duct, shrouded, or within the structure of the Pole. Connections at the antenna and radio equipment shall be concealed within the Pole and/or by shrouding. Figure 2 shows unacceptable cabling practice.

4. Appurtenances

a) Electric meter

Where electricity is not provided by the existing infrastructure or where metered, meters shall either be single pole mount unit, mounted within the Pole, or a pedestal located off the ROW on private property subject to Planning. Electric meters and disconnects shall comply with local and state electric codes.

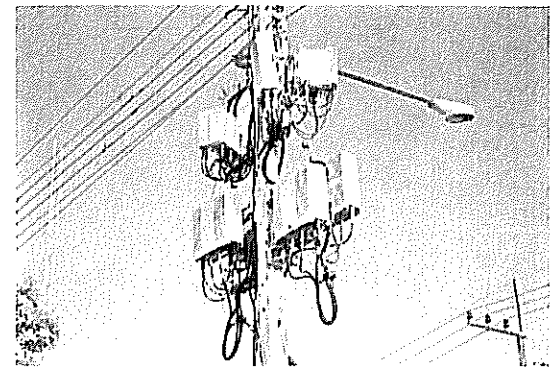


Figure ____ Example of unacceptable cabling and shrouding

b) *Fiber Cable, or Network Interface Equipment*

Fiber or cable to the Radio shall be over existing overhead routes or underground. Demarcation points between the provider of services and the user of the service for fiber or cable services ("Demarcation Facility") shall either be in a vault or a pedestal located off the ROW on private property subject to Planning. Alternatively if the Radio equipment is allowed to mounted a Pole the Demarcation Facility may be included in the shrouding or within the pole.

5. Shrouding or Stealth

Antenna, radio equipment, cabling and connections shall be shrouded and or concealed to minimize visual impact from the sidewalk, roadway and adjacent structures. The equipment or antenna may be considered shrouded if the design is aesthetic and cabling is neatly trained and shrouded. Maximum shrouding for equipment will be 24" wide by 24" deep, by 60" tall. Alternative dimensions may be considered by the City to substantially meet the effect of shrouding or stealth.

The bottom of Shrouding shall be no less than 86" above grade level and, at the option of the City and with agreement of the Wireless Service or Infrastructure Provider, may include either banner or street signage. Electrical meters or disconnects may be excluded from this requirement to the extent that they are regulated by codes.

6. New or Replacement Poles

A Replacement Pole shall look substantially like existing Poles including exact replacement of lighting fixture. Replacement Poles shall be painted to match if painted or be made of the same material as the original Pole. In the case of concrete or exposed granite finishes a faux finish may be used with either paint or a photorealistic wrap, subject to review and approval of the City.

Replacement Poles in a District with contiguous zones shall all match and be of the same height, material, dimensions and manufacture.

New Poles shall be of similar architectural features and color as existing Poles in the vicinity.

7. Identification Markers

A 4-inch by 6-inch (maximum) plate or sticker with the Wireless Service or Infrastructure Provider's name, location identifying information, and emergency telephone number shall be permanently fixed to the base of the Pole or the bottom of attached shrouding. Other attachment locations may be used so long as the Identification Marker is visible and readable from street level.

B. Pole/Attachment Guidelines

1. Collocation

To prevent overloading of poles and excessive attachments to a limited number of Poles, no more than one Wireless Service Provider's Small Cell Wireless Facility is allowed per Pole if there are other unoccupied Poles that can accommodate a Small Wireless Facility within a 300-foot radius from the proposed installation. Where Wireless Service Providers share antenna(s) and common shrouding or stealthing, as may be the case with Wireless Infrastructure Providers, collocations shall be allowed in all Districts. In cases where an unoccupied structure Pole does not exist within a 750-foot radius, a new Type 2 Structure maybe installed. The new Type 2 structure shall be designed to accommodate two Wireless Service Providers' Radios and either two antenna bays or by using a shared antenna. In no instance shall more than two Wireless Service Provider or Wireless Infrastructure Provider be on any one Pole.

2. ROW Separation Requirements

A Wireless Service Provider or Wireless Infrastructure Provider shall not operate, occupy, broadcast from, or otherwise use a Small Wireless Facility in the ROW located within a 300-foot radius of another Small Wireless Facility that said Wireless Service Provider or Wireless Infrastructure Provider is operating, occupying, broadcasting from, or otherwise using. Table 1 provides the required distances between installations for various Districts categories in the ROW. Nothing in this section shall prohibit a Wireless Service Provider or Wireless Infrastructure Provider from operating, occupying, broadcasting from or otherwise using a Small Wireless Facility or any other Wireless Facility from areas other than the ROW.

3. Type 1: Attachment to an Existing Pole in the Right-of-Way

To the extent allowed by the owner of the Pole, if an existing Pole that Small Wireless Facility equipment is proposed upon requires replacement the applicant shall be required to replace said Pole with a Type 2 installation, unless that Pole is a wood pole in line with other wood poles, then a sufficient wood pole may be used.

a) Utility Wood Pole Strand Mounted

Aerial fiber and power strand installations are allowed; however, coiling of excess fiber or other cables is not allowed. All lines shall be neatly trained and secured. See Figure 3 for a schematic example.

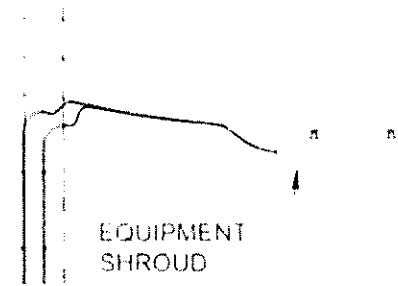


Figure 3 Schematic of Strand Mounted equipment

b) Wood Pole With or Without Lighting Mast(s)

All Small Wireless Facility Wireless Service Provider equipment shall be mounted behind a shroud. No more than two shrouds may be installed at each location. No Small Wireless Facility devices shall be installed without confirming that the intended installation has no impact on the streetlight's operational performance.

The lighting design shall meet the luminaire specifications and design requirements set forth in the City's Street Lighting Design Guidelines. These guidelines provide information about luminaire aesthetics, lighting criteria, typical streetlight spacing, specifications and details. The network provider shall provide all documentation required by the Street Lighting Design Guidelines to City during the permitting process. See Figure 4 for a schematic example.

c) Decorative Pole With Luminaire

All Small Wireless Facility Wireless Service Provider equipment shall be mounted behind a shroud. No more than two shrouds shall be installed at each location. No Small Wireless Facility devices shall be installed without confirming that the intended installation has no impact on the operational performance of a streetlight.

The lighting design shall meet the luminaire specifications and design requirements set forth in the City's Street Lighting Design Guidelines. These guidelines provide information about luminaire aesthetics, lighting criteria,

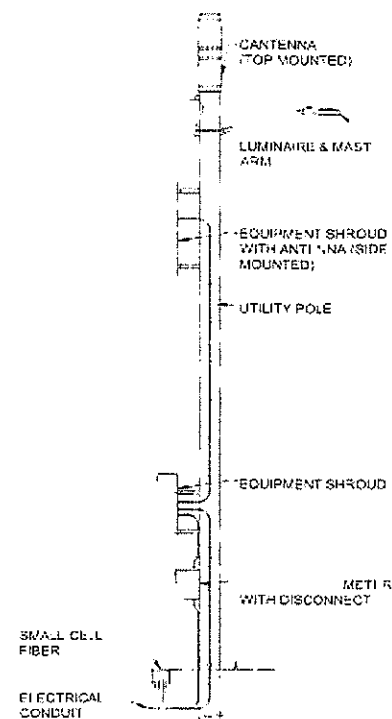


Figure 4 Schematic of Small Cell on Wood Pole

typical streetlight spacing, specifications and details. The network provider shall provide all documentation required by the Street Lighting Design Guidelines to the City during the permitting process.

d) *Traffic Pole With or Without Luminaire*

All Small Wireless Facility Wireless Service Provider equipment shall be mounted behind a shroud. No more than two shrouds shall be installed at each location. No Small Wireless Facility devices shall be installed without confirming that the intended installation has no impact on the streetlight's operational or electrical performance.

The lighting design shall meet the luminaire specifications and design requirements set forth in the City's Street Lighting Design Guidelines. These guidelines provide information about luminaire aesthetics, lighting criteria, typical streetlight spacing, specifications and details. The network provider shall provide all documentation required by the Street Lighting Design Guidelines to City during the permitting process.

4. Type 2: Integrated Right-of-Way Poles

In cases where the District or other criteria dictate replacement of an existing Pole to accommodate a Small Wireless Facility, the equipment cabinet, upper pole, luminaire, mast arm, luminaire control node if applicable, antenna enclosure, and all hardware and electrical equipment necessary for a complete assembly shall be integrated into a single Pole. Mast arm and luminaire must be same make and model as unit(s) being replaced. Pole shall be of similar architectural features (ie Square, round, fluted) as the original Decorative Pole.

a) *Integrated Design with Luminaire*

A Type 2 Integrated Right-of-Way Pole should only be located where an existing Pole can be removed and replaced, or at a new location where it has been identified that a streetlight is necessary. See Figure 5 for a schematic Example. Type 2 Poles shall be owned by City

When submitting to City, the Pole design and configuration shall be per City Standards. In no case shall these Poles exceed 15" in diameter, unless in the discretion of the City dimensions materially conform to the intent of these Design Guidelines.

b) *Integrated Traffic Pole with or without Luminaire*

In cases where the existing structural integrity or other conditions prevent a Type 1 attachment to a traffic standard, an Integrated Pole must be used. In no case shall these Poles exceed 20 inches in diameter unless the existing Pole being replaced has a greater diameter. Reinforcement of an existing Pole is not permitted. See Figure 6 for a schematic example.

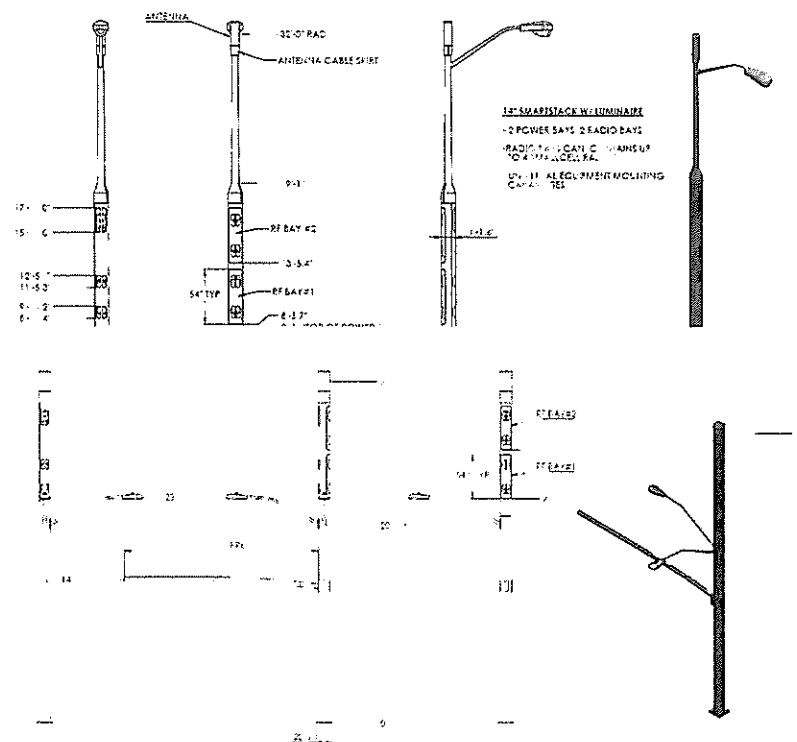


Figure 5 Schematic of Integrated Traffic Pole

5. Type 3: New Freestanding Single Purpose Towers

New Towers are strongly discouraged, and will only be considered in cases where there are no existing unoccupied poles within 750 feet radially of the proposed location. New Towers shall match or exceed the aesthetics of existing streetlights installed within 1000 feet to the proposed Tower. The Wireless Service Provider shall perform a visual inspection (Online street images are considered sufficient unless the pole standards were updated after the images were published) prior to submitting a permitting application to determine existing aesthetics.

a) *New Tower*

New Towers are strongly discouraged where existing Poles exist.

New Towers shall be fully integrated to include the equipment cabinet, upper pole, antenna enclosure, and all hardware and electrical equipment necessary for a complete assembly shall be integrated into a single structure. Tower shall be of similar architectural features (i.e. square, round, fluted) as the nearest Decorative Pole in the vicinity or as determined by the City.

b) *New Wood Tower*

New Wood Towers are discouraged over an integrated Pole or Tower. Wood may only be used in specific Districts where no other structure is available within a 750 feet radius of the Wireless Service Provider's proposed location and the nearest Poles are made of wood.

All Small Wireless Facility Wireless Service Provider equipment shall be mounted behind a shroud. Only two shrouds, including the disconnect and antenna, shall be installed at each location. No ground mounted equipment, including backup power supply, shall be allowed except in District Categories where it is allowed.

V. Design Guidelines Applied to Districts

Districts	Requirements					
		Use of or Replacement of Existing Structure within 300'	Separation	Type of Structure Allowed	Height Limit	Maximum Pole Diameter
	Residential	Yes	300 ft	2	40 feet	14"
	Commercial	Yes	300 ft	1,2,3	50 feet	20"
	Industrial	Yes	300 ft	1,2,3	50 feet	20"
	Special	Yes	300 ft	2	40 feet	14"
ROW Ground Mounted Cabinets						
						NO
						YES
						YES
						NO

A summary of the Design Guidelines applied to Districts is in Table 1.

Table 1 Design guidelines summary

A. Peninsula

1. Pole Type Allowed

Only Type 2 integrated Poles are allowed in the Peninsula however, when attaching to existing wood, Type 1 installations may be allowed subject to i) Antennas being shrouded or sufficiently concealed, ii) no more than one shrouded equipment and radio enclosure per pole, iii) subject to pole owner installation and or design

guidelines, and iv).equipment shall not impinge on view from windows or view from adjacent buildings within 10 feet of the installation All integrated Poles shall match existing fixtures being replaced. Regardless of equipment location, the integrated Poles in a contiguous area of similar structures shall all be of identical height, material, and manufacture.

2. Height Limit:

Integrated Poles shall not exceed 16 feet in overall height. Luminaires, if any, shall be mounted at the same height above ground as others within 500 feet in the District and shall be of the same make and model using the same lamps as those existing in the District. If multiple types of luminaires or Poles exist the City will determine which design shall be used

3. Equipment:

Equipment shall be integrated into the base of the integrated Poles or be located off the ROW subject to planning or located in a underground vault. Equipment shall not limit pedestrian or vehicular traffic.

4. Separation:

Sites for any single Wireless Service Provider or Wireless Infrastructure Provider in the ROW shall not be any closer than 300 feet radially

B. DRB Corridors

Only Type 2 integrated Poles are allowed in the Peninsula, All integrated Poles shall match existing fixtures being replaced. Regardless of equipment location, the integrated Poles in a contiguous area of similar structures shall all be of identical height, material, and manufacture. , Type 1 installations may be allowed on existing wood poles subject to i) Antennas being shrouded or sufficiently concealed, ii) no more than one shrouded equipment and radio enclosure per pole, iii) subject to pole owner installation and or design guidelines, and iv).equipment shall not impinge on view from windows or view from adjacent buildings within 10 feet of the installation

1. Height Limit:

Integrated Poles shall not exceed 20 feet in overall height. Luminaires, if any, shall be mounted at the same height above ground as others within 500 feet in the District and shall be of the same make and model using the same lamps as those existing in the District.

2. Equipment:

Equipment shall be integrated into the base of the integrated Poles or be located off the ROW subject to planning or located in a underground vault. Equipment shall not limit pedestrian or vehicular traffic.

3. Separation:

Sites for any single Wireless Service Provider or Wireless Infrastructure Provider in the ROW shall not be any closer than 300 feet radially

C. Parks

Only Type 2 integrated Poles are allowed in Parks, however, when attaching to existing wood Poles All integrated Poles shall match existing fixtures being replaced. Regardless of equipment location, the integrated

Poles in a contiguous area of similar structures shall all be of identical height, material, and manufacture. , Type 1 installations may be allowed on existing wood poles subject to i) Antennas being shrouded or sufficiently concealed, ii) no more than one shrouded equipment and radio enclosure per pole, iii) subject to pole owner installation and or design guidelines, and iv).equipment shall not impinge on view from windows or view from adjacent buildings within 10 feet of the installation

1. Height Limit:

Integrated Poles shall not exceed 20 feet in overall height. Luminaires, if any, shall be mounted at the same height above ground as others within 500 feet in the District and shall be of the same make and model using the same lamps as those existing in the District.

2. Equipment:

Equipment shall be integrated into the base of the integrated Poles or be located off the ROW subject to planning or located in a underground vault. Equipment shall not limit pedestrian or vehicular traffic.

3. Separation:

Sites for any single Wireless Service Provider or Wireless Infrastructure Provider in the ROW shall not be any closer than 300 feet radially

D. Residential

1. Pole Type Allowed

Only Type 2 integrated Poles are allowed in residential areas. All integrated Poles shall match the first installation under these guidelines in a given District of contiguous zone or zones. Regardless of equipment location, the integrated Poles in a contiguous residential District Poles shall all be of identical height, material, and manufacture. Maximum pole diameter shall be 15 inches. , Type 1 installations may be allowed on existing wood poles subject to i) Antennas being shrouded or sufficiently concealed, ii) no more than one shrouded equipment and radio enclosure per pole, iii) subject to pole owner installation and or design guidelines, and iv).equipment shall not impinge on view from windows or view from adjacent buildings within 10 feet of the installation

2. Height Limit:

Integrated Poles shall not exceed 5 feet in height over the replaced Poles. Luminaires, if any, shall be mounted at the same height above ground as others within 500 feet in the District and shall be of the same make and model using the same luminaires as existing in the District.

3. Equipment:

Equipment shall be integrated into the base of the integrated Poles or be located off the ROW subject to planning or located in a underground vault.

4. Separation:

Sites for any single Wireless Service Provider or Wireless Infrastructure Provider in the ROW shall not be any closer than 300 feet radially

E Commercial District.

1. Pole Type Allowed

Type 2 integrated structures are preferred; however, Type 1 structures are allowed. When there are no vertical structures within 750 feet of a given location Type 3 Towers are allowed. , Type 1 installations may be allowed on existing wood poles subject to i) Antennas being shrouded or sufficiently concealed, ii) no more than one shrouded equipment and radio enclosure per pole, iii) subject to pole owner installation and or design guidelines, and iv).equipment shall not impinge on view from windows or view from adjacent buildings within 10 feet of the installation

2. Height Limit:

For type 1 and 2 Poles maximum height shall not exceed 5 feet over adjacent existing Poles in the ROW that are similar to the Pole being used or replaced. In the case of type 3 Towers, height shall be limited by the most restrictive zone within 500 feet of the location but in no case shall a Type 3 Tower exceed 50 feet..

3. Equipment:

Equipment may not be located in the ROW unless vaulted. Equipment may be located on private property subject to Planning or mounted to the Pole with appropriate shrouding.

4. Separation:

Sites for any single Wireless Service Provider or Wireless Infrastructure Provider in the ROW shall not be any closer than 300 feet radially

F Industrial District.

1. Pole or Tower Type Allowed

Type 2 integrated Poles are preferred, however Type 1 Poles are allowed.. When there are no vertical Poles within 750 feet of a given location Type 3 Towers are allowed.

2. Height Limit:

For type 1 and 2 Poles maximum height shall not exceed 5 feet over adjacent existing Poles in the ROW that are similar to the Pole being used or replaced. In the case of type 3 Towers, height shall be limited by the most restrictive zone within 500 feet of the location but in no case may a Type 3 Tower exceed 50 ft above grade.

3. Equipment:

In cases where paved paths are constructed equipment shall be vaulted, located on private property or mounted to the Pole; however, equipment may be located in the ROW if sufficient space is present and does not obstruct paved ROW paths for vehicles or pedestrians.

4. Separation:

Sites for any single Wireless Service Provider or Wireless Infrastructure Provider in the ROW shall not be any closer than 300 feet radially

G Special District.

1. Pole Type Allowed

Only Type 2 integrated Poles are allowed in Special Districts. All integrated Poles shall match the first installation under these guidelines in a given District of contiguous zone or zones. Regardless of equipment location, the integrated Poles in a contiguous residential District shall all be of identical height, material, and manufacture. Type 1 installations may be allowed subject to i) Antennas being shrouded or sufficiently

concealed, ii) no more than one shrouded equipment and radio enclosure per pole, iii) subject to pole owner installation and or design guidelines, and iv).equipment shall not impinge on view from windows or view from adjacent buildings within 10 feet of the installation.

2. Height Limit:

Integrated Poles shall not exceed 5 feet in height over the replaced Pole. Luminaires, if any, shall be mounted at the same height above ground as others proximate in the District and shall be of the same make and model using the same lamps as the existing in the District

3. Equipment:

Equipment shall be integrated into the base of the integrated Pole or be located off the ROW subject to planning or located in a underground vault.

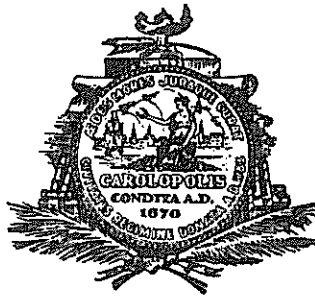
4. Separation:

Sites for any single Wireless Service Provider or Wireless Infrastructure Provider in the ROW shall not be any closer than 300 feet radially

VI. Application Requirements

- A. Public Works Small Wireless Facility Application form
- B Scaled drawings showing the proposed installation and existing installation
- C Structural Calculations
- D Photo simulation showing the Existing site and Proposed installation
- E A Maximum Permissible RF Exposure report)

The Maximum Permissible RF Exposure report shall be endorsed by a Professional Electrical Engineer licensed in the State where the Small Wireless Facility is located. It shall specify minimum approach distances to the general public as well as electrical and communication workers that are not trained for working in an RF environment (uncontrolled) when accessing the Small Wireless Facility by ladder, climbing, or bucket truck. The Report may be generic for a common installation type that matches the proposed site type depicted in the application.



d.)

Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS CLEMENTS FERRY ROAD (16.40 ACRES) (TMS# 275-00-00-005), CAINHOY, BERKELEY COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 1. THE PROPERTY IS OWNED BY IVO SANDS LLC.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 1 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, Clements Ferry Road, (16.40 acres) is identified by the Berkeley County Assessors Office as TMS# 275-00-00-005, (see attached map) shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____
in the Year of Our Lord,
2018, in the _____ Year of the Independence of the
United States of America.

By:

John J. Tecklenburg
Mayor

Attest:

Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: Clements Ferry Road

Presented to Council: 10/23/2018

Status: Received Signed Petition

Owner Names: IVO SANDS LLC

Year Built: NA

Parcel ID: 2750000005

Number of Units: 0

Number of Persons: 0

Race: NA

Acreage: 16.40

Mailing Address: 1109 Pinefield Dr

Current Land Use: Vacant

Address: Charleston, SC 29492

Current Zoning: R1-MM

Requested Zoning: RR-1

Recommended Zoning: RR-1

City Area: Cainhoy

Subdivision:

Appraised Value: \$296,600.00

Council District: 1

Assessed Value: \$17,800.00

Within UGB: Yes

Stormwater Fees: 0.00

Police	Located in existng service area - Team 5
Fire	Located in existing service area - Station 20
Public Service	
Sanitation	Located in existing service area. Property is undeveloped.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water System	CWS water and sewer can be made available by extension
Planning	
Urban Growth Line	Property is an undeveloped site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.
Recommend annexation.

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in the Cainhoy area of Berkeley County (approximately 16.40 acres) to be annexed is identified by the Berkeley County Assessors Office as Property Identification Number: TMS# 275-00-00-005 (Clements Ferry Road).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 4th day of
October, 2018

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Shane Sandusky
(Signature)

10-08-2018
(Date)

Shane Sandusky
(Print Name)

(Signature)

(Date)

(Print Name)

Annexation Map

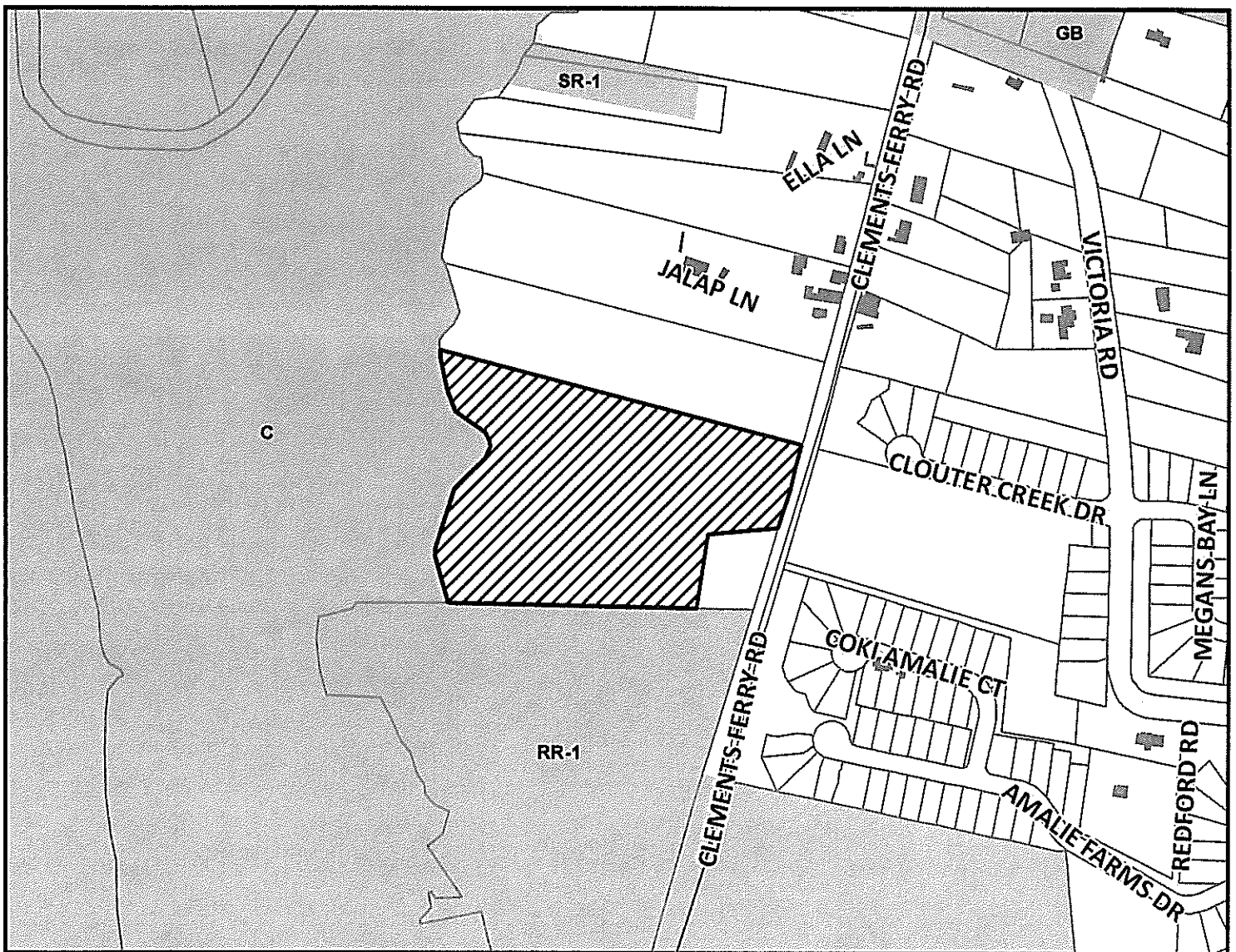
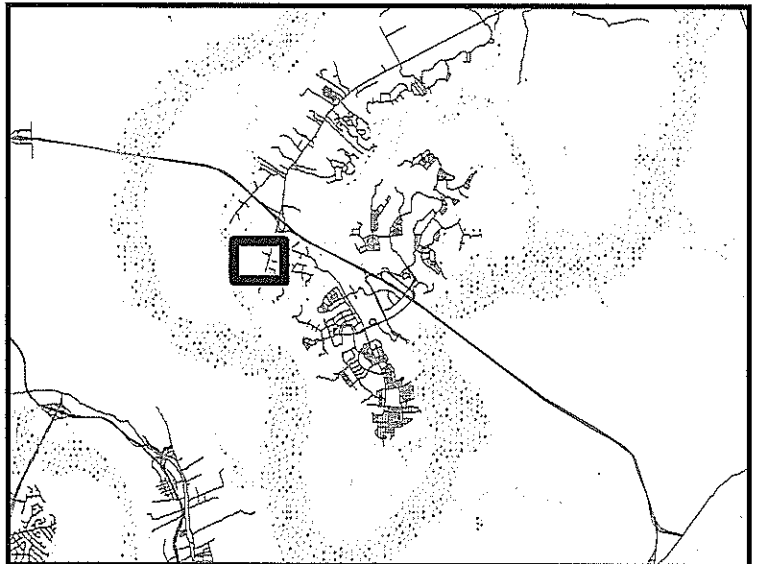
Location: Cainhoy

Property Address: Clements Ferry Road

Tax Map # (TMS): 2750000005

Area (Acres): 16.4

Council District: 1



City of Charleston
Dept. of Planning, Preservation &
Sustainability
2 George St, Third Floor
Charleston, SC 29401
www.charleston-sc.gov

Date: 10/15/2018

Legend

- | | |
|---------|------------------------|
| Parcels | Charleston City Limits |
| Water | Annexation Area |



0 100 200 400
Feet